



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT

722 Moody, County Courthouse, Galveston, Texas 77550 (409) 766-2244

Mark Henry
County Judge

Patrick Doyle
Commissioner, Precinct 1

Kevin O'Brien
Commissioner, Precinct 2

Stephen Holmes
Commissioner, Precinct 3

Ken Clark
Commissioner, Precinct 4

SPECIAL MEETING-AGENDA MARCH 28, 2012 – 8:30 A.M.

In accordance with the provisions of the Americans with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall, within three (3) days prior to any proceeding contact the County Judge's office at 722 Moody, Galveston, Texas 77550 (409) 765-2244.

1. Call to Order Specially Scheduled Meeting - 8:30 a.m.
- *2. Order for Supplemental Payroll period ending 3/14/12 Bi-Weekly #6 submitted by the County Auditor's Office.
- *3. Receive and file *Preclearance Letter from the Department of Justice, Civil Rights Division stating the "Attorney General Does Not Interpose Any Objection" to Galveston County's 2012 Redistricting Plan* submitted by the County Judge.
- *4. Receive and file *Summary of Bi-Weekly Personnel Movements pay period 6, March 1 - 14, 2012* submitted by Human Resources
- *5. Receive and file *Notice of Settlement of a Claim for Property Damage* submitted by County Legal: Date of loss October 18, 2011 with damages of \$4,884.93
6. Consideration of Execution of an Agreement of Sale and Purchase of a 64.67 acre tract of land, more or less, located in the Anthony Hatch survey in the unincorporated community known as Bacliff from Joseph Maxwell Teare, Jr. and wife, Gay K. Teare submitted by County Legal on behalf of County Commissioner, Pct. 1.
7. Adjourn Special Meeting

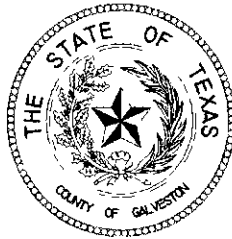
Appearances before Commissioners Court

A speaker whose subject matter as submitted relates to an identifiable item of business on this agenda will be requested by the County Judge or other presiding court member to come to the podium where they will be limited to three minutes (3). A speaker whose subject matter as submitted does not relate to an identifiable item of business on this agenda will be limited to three minutes (3) and will be allowed to speak before the meeting is adjourned. Please arrive prior to the meeting and sign in with the County Clerk.

AGENDA

ITEM

#2



THE COUNTY OF GALVESTON

COUNTY AUDITOR'S OFFICE

P O Box 1418

GALVESTON, TEXAS 77553

Cliff Billingsley, CPA
County Auditor

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant, Director of Accounting

First Assistant, I T. Systems
LaToya Jordan

Honorable Judge Mark Henry
And Members of the Commissioners' Court
Galveston County Courthouse
Galveston, Texas

March 28, 2012

I hand you the following item for action at the meeting of Commissioners' Court

Order for Supplemental Payroll period ending 3/14/12 B1-Weekly #6

Cliff Billingsley
County Auditor

ORDER

On this the 28th day of March 2012, the Commissioners Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present

Mark Henry, County Judge
Patrick Doyle, Commissioner, Precinct No 1
Kevin D O'Brien, Commissioner, Precinct No 2
Stephen Holmes, Commissioner, Precinct No 3
Ken Clark, Commissioner, Precinct No 4 and **absent**
Dwight D Sullivan, County Clerk

when the following proceedings, among others, were had to-wit

Upon recommendation being received by the County Auditor, IT IS ORDERED that the County Clerk enter this ORDER in the minutes of the Commissioner's Court approving the biweekly payrolls of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO 1 as are shown on the payroll lists attached hereto and made a part hereof for all intents and purposes for the period ending March 14th, 2012 and being salary warrant numbers PY0333233. The gross amount of such warrants are estimated **\$819.16 for Supplemental Payroll #706, 2012.**

UPON MOTION OF COUNTY JUDGE MARK HENRY AND SECONDED

BY COMMISSIONER O'BRIEN THE ABOVE ORDER WAS PASSED THIS 28th DAY

OF MARCH, 2012 with 4 votes cast in favor thereof and 0 votes cast against

COUNTY OF GALVESTON, TEXAS


Mark Henry, County Judge

ATTEST:


Dwight D. Sullivan
County Clerk

RECOMMENDED


Cliff Billingsley, CPA
County Auditor

AGENDA

ITEM

#3



U.S. Department of Justice

Civil Rights Division

TCH:RSB:JWT:RAB:maf
DJ 166-012-3
2012-1597

Voting Section - NWB
950 Pennsylvania Avenue, NW
Washington, DC 20530

March 23, 2012

James E. Trainor III, Esq
Beirne, Maynard & Parsons
401 West 15th Street, Suite 845
Austin, Texas 78701

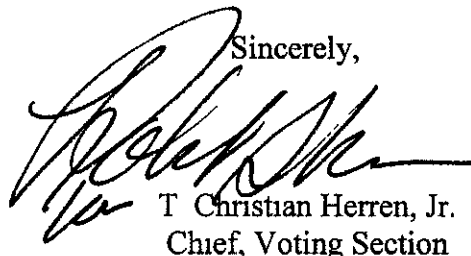
Dear Mr Trainor:

This refers to the 2012 redistricting plan for the commissioners court for Galveston County, Texas, submitted to the Attorney General pursuant to Section 5 of the Voting Rights Act of 1965, 42 U.S.C. 1973c. We received your submission on March 22, 2012.

The Attorney General does not interpose any objection to the specified change. However, we note that Section 5 expressly provides that the failure of the Attorney General to object does not bar subsequent litigation to enjoin the enforcement of the changes. Procedures for the Administration of Section 5 of the Voting Rights Act of 1965, 28 C.F.R. 51.41.

Because the Section 5 status of the redistricting plan for the commissioners court is presently pending in *Galveston County v. United States*, No. 1:11-cv-1837 (D.D.C.) and *Petteway v. Galveston County*, No. 3:11-cv-00511 (S.D. Tex), we are providing both courts and counsel of record with a copy of this letter.

Sincerely,



T. Christian Herren, Jr.
Chief, Voting Section

AGENDA

ITEM

#4

Summary of Bi-Weekly Personnel Movements

Pay Period # 6 - March 1 - 14, 2012

Department	Positions		Current Appointments					Current Movements					Current Separations								
	Budgeted		FT	HT	PT	HR	Res	Total	Promo	Reclass	Reassign	Trans	Sal Adj	Demote	Total	Vol	Invol	Retire	Death	Other	Total
General Government	100							0							0						0
Facilities	20							0							0						0
Professional Services	60		2					2							0						0
Road District #1	40							0							0						0
County Judge	40							0							0						0
County Commissioners	80							0							0						0
Tax Office	510							0							0		1				1
County Auditor	330							0	1						1						0
County Clerk	430	1						1							0						0
County Clerk Records Mgmt	90				1			1							0						0
County Clerk Elections	50							0							0						0
Purchasing Agent	80							0							0						0
County Treasurer	70							0							0						0
Veterans Service	30							0							0						0
Human Resources	50							0							0						0
County Legal	60							0							0						0
Justice Administration	60							0							0						0
District Courts	190							0							0						0
County Courts	90							0							0						0
County Probate Court	60							0							0						0
Justice Courts	440							0							0						0
District Clerk	500							0							0						0
District Attorney/Jury & Trial	730							0			2				2						0
Pre-Trial Release	70							0							0						0
Sheriff	5130				1			1	4			2			6	2					2
Constables	460							0							0						0
Social Services	120							0							0						0
Child Welfare	10							0							0						0
Senior Services	220							0							0						0
Emergency Management	60							0							0						0
Extension Services	90							0							0						0
County Engineer	70							0							0						0
Building Inspector	20							0							0						0
Community Services	30							0							0						0
Information Technology	510							0							0						0
County Parks	440							0							0						0
Beach Parks	20							0							0						0
Museum	20							0							0						0
Road & Bridge/Drainage/Beach	730	2						2							0	1					1
County Health District	90							0							0						0
Law Library	10							0							0						0
Juvenile Probation	680							0							0	1					1
Courthouse Security	40							0							0						0
Mosquito Control	130							0							0						0
Right of Way	10							0							0						0
Seawall Maintenance	60							0							0						0
Housing & Economic Dev	60							0	1						1						0
Grand Total	13280		5	0	2	0	0	7	6	0	2	2	0	0	10	4	1	0	0	0	5
Job Applications Received	75																				

03/16/2012 09:52:30

Galv Cnty Production

Galveston County Human Resources Department

Page 1

Employee Pay Assignment Changes for Payroll Period 3/1/2012 thru 3/14/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
114000	County Clerk	HERNANDEZ, BRANDON FTBE	FTBE	55 COURT CLERK-PROBATE	3/5/2012		11A1	\$28,617	1 100 66 B	APPOINTMENT
114020	Co Clerk Rec Mgmt & PresSTOTT, CODY LEE	PTNH	PTNH	11 DEPUTY COUNTY CLERK-PT	3/1/2012		10A1	\$13,624	13 10 H	APPOINTMENT
127100	District Attorney	ALLEN VIRGINIA L	FTBE	73 LEGAL ADMIN ASSISTANT	3/12/2012		14F1	\$37,548	1,444 16 B	REASSIGNMENT
127100	District Attorney	TELFARH, LINDA M	FTBE	50 VICTIMS ASSISTANCE COORD	3/12/2012		16F1	\$41,446	1,594 08 B	REASSIGNMENT
151300	County Auditor	SANCHEZ JR, JOHN	FTBE	31 CHIEF ACCOUNTANT	3/2/2012		23N1	\$82,747	3,182 58 B	PROMOTION
151400	Professional Services	ALCALA, CYNTHIA R	FTBE	5 GRANTS MANAGER	3/7/2012		21E1	\$54,381	2,091 58 B	APPOINTMENT
151400	Professional Services	WYNSLOW, RACHEL A	FTBE	400 FEMA ADMINISTRATIVE ASST	3/8/2012		14A1	\$33 187	1,276 43 B	APPOINTMENT
151480	Road District #1	ENRIQUEZ SR, MICHAEL FTBHI	FTBHI	509 TOLL COLLECTOR		3/14/2012	05R1		0 00 H	ACCT # CHANGE
151500	Tax Assessor/Collector	MAKRIS, ALEXANDER	FTBE	9 PROPERTY TAX SPECIALIST		3/7/2012	11A1	\$28,617	1,100 66 B	TERMINATION
152500	Administration (even)	GENTILE, JAMES M	FTBE	1 HOUSING & ECONO DEV	3/6/2012		23E1	\$66 257	2 548 38 B	PROMOTION
211121	Criminal Investigation	ECHOLS, GARY L	FTBE	6 LIEUTENANT-CID	3/1/2012		20N1	\$61,527	2,366 43 B	PROMOTION
211133	Corrections-Sheriff	BALVANTIN JR, JOSE L	FTBE	152 DEPUTY IV	3/1/2012		16H1	\$43,544	1 674 79 B	CAREER LADDER
211133	Corrections-Sheriff	DANFORD, CLAYTON	FTBE	145 ENTRY LEVEL		3/5/2012	12D1	\$32 377	1,245 30 B	TERMINATION
211133	Corrections-Sheriff	JONES, MICHAEL M	FTBE	147 DEPUTY II	3/13/2012		14G1	\$38,487	1,480 27 B	CAREER LADDER
211133	Corrections-Sheriff	SCHANFISH, CHRISTINA MTBE	MTBE	130 DEPUTY I	3/1/2012		13D1	\$34 016	1 308 34 B	CAREER LADDER
211150	Warrant's - Sheriff's	DEAN CATHERINE A	FTBE	14 WARRANT OFFICER	3/5/2012		16K1	\$46 892	1,803 56 B	TRANSFER
211150	Warrant's - Sheriff's	SIMS, LAURA L	PTNS	21 DEPUTY, PART-TIME	3/1/2012		0000	\$1,480	56 96 B	APPOINTMENT
211171	Communications-Sheriff	HOWELL, MICHAEL D	FTBE	6 DEPUTY I		3/10/2012	13D1	\$34,016	1,308 34 B	TERMINATION
211171	Communications-Sheriff	HYKEL-SOTO, JOANNA C FTBE	FTBE	2 LIEUTENANT-COMMUNICATIONS	3/1/2012		17J1	\$61,527	2,366 43 B	TRANSFER
255100	Adult Probation	EAGLIN, JOSEPH A	FTBE	14 PROBATION OFFICER		3/12/2012	0000	\$36 765	1,414 07 B	TERMINATION
256118	Detention	CHATMAN II, JOHN L	FTBE	45 JUVENILE SUPERVISION OFCR		3/4/2012	1200	\$31 299	1 203 82 B	TERMINATION
312120	F M Lateral Road	ALEMAN JR FRANK	FTBE	33 HEAVY EQUIPMENT OPERATOR I		3/7/2012	09A1	\$25,925	997 14 B	TERMINATION

IRB_PAYAS_PERIOD | Kathy Branch | Pay Assignments for Pay Period

* Rate Type: H = Hourly B = Biweekly Salary

03/16/2012 09:52:30

Galv Cnty Production

Galveston County Human Resources Department

Page 2

Employee Pay Assignment Changes for Payroll Period 3/1/2012 thru 3/14/2012

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
312120	F M Lateral Road	DRAKE, RUDDIE	FTBE	43 HEAVY EQUIPMENT OPERATOR	1/8/2012		09A1	\$25,925	997 14 B	APPOINTMENT
312120	F M Lateral Road	DUNN II, MICHAEL E	FTBE	22 HEAVY EQUIPMENT OPERATOR	1/1/2012		09A1	\$25,925	997 14 B	APPOINTMENT

AGENDA

ITEM

#5



HARVEY BAZAMAN

Donald Glywasky
Barry C Willey
Myrna S Reingold

**Galveston County
Legal Department**

COUNTY COURTHOUSE
722 MOODY 5th FLOOR
GALVESTON, TEXAS 77550-2317

RECEIVED
MAR 22 2012

Galveston
Line
(409) 770-5562

Houston Line
(281) 316-8300

Fax Line
(409) 770-5560

GALVESTON COUNTY JUDGE

March 22, 2012

Hon Mark Henry
Hon County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

Re Claim for damages
Claimant Travelers Property Casualty Company of America
Amount \$4,884.93
Date of Loss October 18, 2011

Gentlemen

This is to request your approval of a settlement in connection with a claim for property damage

The facts underlying this claim are that an employee of the Galveston County Sheriff's Department was involved in a three vehicle accident resulting in damages to a vehicle insured by Travelers Property Casualty Company of America. The other claims arising from this accident have not been resolved.

The necessary release has been forwarded to the claimant to be executed. Upon your approval and receipt of the executed release, the necessary paperwork to begin preparation of the check will follow.

Should you have any questions, please call

Sincerely,

A handwritten signature in black ink that reads "Barry C. Willey". The signature is written in a cursive style with a large, stylized "B" and "W".

Barry C Willey

BCW/mfa

12-021

cc Sheriff Freddy Poor
Rufus Crowder, Purchasing Agent

AGENDA ITEM

#6

Agreement of Sale and Purchase

This **Agreement of Sale and Purchase** (this "Agreement") is made and entered into, effective on the Effective Date set forth on the signature page by and between **Joseph Maxwell Teare, Jr.** and wife, **Gay K. Teare** ("Seller") and the **County of Galveston**, a political subdivision of the State of Texas ("Purchaser").

Article I Sale of Property

1.1 Subject to the terms and conditions hereinafter set forth, Seller shall sell to Purchaser and Purchaser shall purchase from Seller (i) approximately 64.67 acres of land, more or less, located in the unincorporated community known as Bacliff in Galveston County, Texas being more particularly described on Exhibit "A" attached hereto (the "Land"), (ii) all rights and appurtenances pertaining to the Land; and (iii) all improvements located on the Land (items (i) - (iii) collectively the "Property"). Exhibit "A" may be a rough depiction of the actual lands and improvements to be conveyed. As set forth in Article IV, a more accurate survey and legal description may be forthcoming.

Article II

Purchase Price and Earnest Money

2.1 The purchase price (the "Purchase Price") for the Property shall be \$1,285,000.00

2.2 Within fifteen (15) days after full execution of this Agreement, Purchaser shall deliver to the Title Company the sum of \$100 00 as a non-refundable option fee and contract consideration (the "Contract Consideration"), which sum Seller acknowledges to be good and sufficient consideration for the option granted herein. Purchaser shall also, at the same time, deliver its check in the amount of Twenty Five Thousand and No/100 Dollars (\$25,000 00) to the Title Company (the "Earnest Money"). The Earnest Money shall be held, deposited, disbursed or credited as provided by the terms of this Agreement

Article III Payment of Purchase Price

3.1 The Purchase Price shall be payable at the Closing, by wire transfer, cashier's or certified check or other evidence of readily available funds acceptable to the Title Company (as hereinafter defined) for immediate disbursement at Closing, subject to the pro-rations and other credits provided for in this Agreement

3 2 The Earnest Money and the Contract Consideration shall be applied at Closing to the cash payment due on such date in accordance with Section 3.1 above or otherwise disbursed to Seller or Purchaser in accordance with the terms of this Agreement.

Article IV Title and Survey

4 1 Seller, at the Sellers's sole cost and expense, has caused to be prepared a Plat and a Boundary Survey of the Land and all improvements located thereon dated December 6, 2011 prepared by Dale Hardy RPLS #4847 (the "Survey") and, upon execution of this Agreement, has delivered a copy of the Plat and Survey to Purchaser. Purchaser acknowledges receipt of the Survey. A copy of the Survey is attached hereto as Exhibit B.

4 2 (a) Purchaser's Survey. The Survey shows that the area defined by the Seller's boundary survey contains 64 67 acres, more or less, as delineated on the attached Exhibit A. Within thirty (30) days of the Effective Date Purchaser shall, at its sole option, cause to be prepared an on-the-ground, staked, ALTA (American Land Title Association) boundary survey prepared by a State of Texas Registered Professional Land Surveyor of the Property being purchased by Purchaser setting forth the metes and bounds description of the land, pipeline, utility, drainage, sanitary sewer line and other easements and rights of way and other encumbrances ("Encumbrances") filed for record in the County Clerk's Office of Galveston County or shown on the ground and the improvements currently located thereon, therein or there under (the "Purchaser's Survey"). The Purchaser's surveyor will provide Purchaser with both a survey in an electronic version and two hard copies each in a size acceptable to the Title Company and the Purchaser but in any event no smaller than two feet (2') by three feet (3') If the metes and bounds description of the lands and/or the improvements resulting from the Purchaser's Survey differ from the Survey, the Purchaser's Survey will replace the description of the Land described in Exhibit "A" and it shall be the description of the Property used in the Deed, and Owner's Policy of Title Insurance to be furnished hereunder.

(b) Title Insurance. Purchaser shall be under no obligation to purchase the Property from Seller unless Purchaser can obtain from the Title Company a commitment ("Purchaser's Title Commitment") and a Texas Owner's Policy of Title Insurance (T1) issued by Stewart Title Insurance Company located in Galveston, Texas satisfactory to Purchaser for the Property. Seller shall obtain the Purchaser's Title Commitment and furnish it to Purchaser within fifteen (15) days following the Effective Date or, if the metes and bounds description of the Land and/or the Encumbrances and improvements, described in Exhibit "A" varies as a result of the Purchaser's Survey, within forty (40) days following the effective date The Purchaser's Title Commitment shall identify the Land and easements appurtenant thereto and all Encumbrances filed for record or shown on the ground by the legal description(s) set forth on the Survey or the Purchaser's Survey whichever is applicable. The Title Insurance Policy to be issued pursuant to the Title Commitment shall contain, in Purchaser's discretion, endorsements (unless prohibited by law) stating.

- all of the parcels comprising the Land are contiguous (if the Premises is comprised of more than one parcel) and that the Land is contiguous to any property containing easements appurtenants thereto;
- that the Land abuts on two (2) public street(s) immediately adjacent thereto and has direct and valid full and unrestricted access thereto at the locations designated on the Survey or the Purchaser's Survey whichever is applicable; and
- such other endorsements as Purchaser may require (the "Endorsements").

Seller hereby agrees to provide to the Title Company any abstracts of title covering the Land and/or any other form of title evidence they may have obtained, including any owner's title insurance policy. Purchaser's decision as to whether "satisfactory" title insurance can be obtained shall be final and shall not be subject to question by Seller. Seller shall reasonably cooperate with Purchaser in helping Purchaser to eliminate such exceptions from Purchaser's Title Commitment as Purchaser may desire eliminated, and further, Seller shall reasonably cooperate with Purchaser in order for all requirements of Closing outlined in Purchaser's Title Commitment to be accomplished in all respects, including, without limitation, customary owner's affidavits, leasehold interests and other matters in favor of the Title Company as the Title Company shall reasonably require to issue the Title Insurance Policy.

Seller shall be responsible for the cost of

- a standard Texas Owner's Policy of Title Insurance (T1);
- securing a waiver from all owners of mineral reservations of the right of ingress and egress to the Land for the purpose of exploring, developing, mining, or drilling for oil, gas, sulfur and other minerals;
- securing a release from all holders of Oil, Gas and Mineral Leases of leases that have expired;
- securing a waiver from all holders of active Oil, Gas and Mineral Leases of the right of ingress and egress to the Land for the purpose of exploring, developing, mining or drilling for oil, gas, sulfur and other minerals,
- furnishing a properly executed Affidavit of Non-Production acceptable to the Title Company so as to enable Buyer to obtain a T 19 endorsement acceptable to guaranteeing no surface exploration or drilling rights;
- deletion of rights of parties in possession exception;
- having the Title Company delete any exception as to discrepancies conflicts, or shortages in boundary lines, or any encroachments, or protrusions or any overlapping of improvements, and
- any other endorsements which Seller offers (and Purchaser accepts) to cure title objections made by Purchaser pursuant to Paragraph 4.2(c) below

(c) Review of Survey and Title Commitment. Purchaser shall have a period of fifteen (15) days from receipt of the Title Commitment, and the Survey or the Purchaser's Survey and the documents referred to therein, whichever is later, in which to review such items

and to deliver to Seller in writing such objections as Purchaser may have to the Title Commitment, Survey or Purchaser's Survey (whichever is applicable), or the other documents referred to therein. Any matters in the Title Commitment, Survey or Purchaser's Survey (whichever is applicable), or the documents referred to therein to which Purchaser does not object within the fifteen (15) day period shall be deemed approved by Purchaser and shall constitute "Permitted Exceptions". In the event Purchaser does timely object to the Title Commitment, Survey or Purchaser's Survey (whichever is applicable), or any of the documents referred to therein as hereinbefore provided, then and in such event, Seller shall have the right, but not the obligation, for a period of ten (10) days (the "Cure Period") following the receipt by Seller of Purchaser's objections to attempt to cure such objections. In that regard, Seller, at Seller's sole cost and expense, shall have the Survey or the Purchaser's Survey (whichever is applicable) revised ("Updated Survey") so as to (i) reflect the New Exceptions, if any, and the Curative Work; (ii) be certified to Seller, Purchaser and Title Company; and (iii) provide metes and bounds legal descriptions of the Property with certifications of gross acres. Seller will furnish both Purchaser and the Title Company with an electronic version and two hard copies each of the Updated Survey in a size acceptable to the Title Company and the Purchaser of the Survey prior to Closing but in any event no smaller than two feet (2') by three feet (3').

Purchaser shall have a period of ten (10) days from the receipt of the last of the Updated Survey or the Updated Commitment whichever is latter to review the newly supplied instruments (the "Review Period"). In the event any New Exceptions to title appear in the Updated Commitment or new items are shown on the Updated Survey that, in the opinion of the Purchaser, materially and adversely affect good and indefeasible title or Purchaser's intended use of the Property and that are unacceptable to Purchaser, Purchaser shall, prior to the expiration of the Review Period, notify Seller in writing of such objection. Upon the expiration of the Review Period, Purchaser shall be deemed to have accepted all New Exceptions to title referenced in the Updated Commitment and the Updated Survey unless objected to by Purchaser in writing pursuant to the preceding sentence. Any item to which Purchaser does not object shall be deemed a "Permitted Exception." In the event Seller elects not to cure or fails to notify Purchaser of Seller's election, Purchaser, either (a) waive such objections and accept title to the Property subject to such unacceptable items (which items shall then be deemed to constitute part of the "Permitted Exceptions"), or (b) terminate this Agreement by written notice to Seller whereupon the Earnest Money shall be immediately delivered to Purchaser and this Agreement shall automatically be rendered null and void and of no further force and effect. The failure of Purchaser to so notify Seller of its decision on or before the end of the Response Period shall be deemed to constitute Purchaser's election to waive such objections.

(d) Seller's Failure to Cure. In the event that Purchaser does object to any title exceptions or matters shown in the Updated Commitment and the Updated Survey prior to the expiration of the Review Period, Seller shall have a period of two (two) business days (the "Cure Period") to notify Purchaser in writing whether or not Seller elects to cure any such unacceptable exceptions or items to the reasonable satisfaction of Purchaser prior to Closing. In the event Seller fails or refuses to cure such objections within such Cure Period, then, and in such event, Purchaser may, on or before ten (10) business days after the end of the Cure Period (the

"Response Period") either (i) waive such objections and proceed to close; (ii) terminate this Agreement, whereupon, in the latter event, the Deposit shall be refunded and/or returned to Purchaser by the Title Company (except the Independent Consideration) in accordance herewith and the Parties hereto shall have no further rights or obligations hereunder except as may specifically survive under the express terms hereof; or (iii) seek specific performance of this Agreement against Seller. Purchaser's failure to exercise one of these three options within said ten (10) day period shall be deemed a waiver of such objections by Purchaser, in which event all such objections shall additionally be deemed Permitted Exceptions.

(e) Additional Matters. In the event any additional matters appear in any updated Title Commitment, which were not contained in the original Title Commitment, such matters shall automatically be deemed to be unacceptable to Purchaser and shall not constitute Permitted Exceptions unless Purchaser expressly accepts in writing such additional matters.

(f) Purchaser's Right to Terminate. Purchaser reserves the right to terminate this Agreement and receive the return of the Deposit (less the Independent Consideration), at any time prior to Closing ("Intervening Period") if during such Intervening Period there shall occur any change in title condition which, in Purchaser's sole judgment, materially adversely affects the Premises or Purchaser's intended development and/or prospective use thereof

Article V

Feasibility Review

5.1 Within five (5) business days following the Effective Date, Seller will deliver or cause to be delivered to Purchaser the following material, to the extent such items are available and/or in Seller's possession or control

- (a) Copies of any leases affecting the Property;
- (b) Any environmental reports; and
- (c) Any soil reports, off-site utility studies, engineering studies and geotechnical reports.

5.2 Seller agrees that Purchaser shall have until March 30, 2012 (the "Feasibility Period") to conduct any and all investigations and tests including but not limited to Phase I and Phase II environmental surveys, soil tests, engineering studies and geotechnical report as Purchaser shall deem necessary to determine whether the Property is suitable for Purchaser's intended use. In the event that Purchaser determines, in its sole and absolute discretion, that the Property is not suitable for Purchaser's intended use, then Purchaser may terminate this Agreement on or before the expiration of the Feasibility Period and this Agreement shall automatically be rendered null and void and of no further force and effect and all Earnest Money shall be returned to Purchaser. Unless Purchaser notifies Seller in writing on or prior to the date of Closing that the Property is not suitable for Purchaser's intended use, Purchaser will be

conclusively deemed to have elected not to terminate this Agreement pursuant to the rights granted in this Section 5.2, and this Agreement shall remain in full force and effect.

5.3 Seller grants to Purchaser and its agents the right to enter upon the Property at any time for purposes of conducting its feasibility reviews. Purchaser agrees to restore the Property as near to its condition prior to such entry as is feasible, to repair any damage to the Property caused by Purchaser or its agents' activities on the Property. Upon request, Purchaser will provide evidence that any person or entity entering on the Property to conduct such feasibility reviews has in effect a commercially reasonable liability insurance policy. Subject to the foregoing, Seller shall cooperate with Purchaser and allow Purchaser to conduct and complete all investigations, studies, sampling, and testing.

Article VI

Closing, Costs; Pro-rations

6.1 The closing ("Closing") of the transaction contemplated herein shall be held on or before April 30, 2012 or as soon thereafter as all issues relating to the legal description of the Property and all curative title work has been successfully concluded. The Closing shall be held at the office of the Title Company in Galveston Texas or at such other location as may be acceptable to both Seller and Purchaser. The procedure to be followed by the parties in connection with the Closing shall be as follows:

6.1.1 At the Closing, Seller shall cause to be delivered to the Title Company (sometimes herein referred to as the "Escrow Agent"), the following items in form and substance reasonably satisfactory to Purchaser and Seller and as a condition to Purchaser's obligation to close the transaction on the Closing Date:

a) a General Warranty Deed (the "Deed") dated as of the Closing Date executed by Seller conveying to Purchaser or its assignee good and indefeasible fee simple title to the Property, and free and clear of all liens subject to the Permitted Exceptions and other matters set forth in this Agreement;

b) an affidavit (the "Affidavit") regarding debts and liens executed by or on behalf of Seller and dated as of the Closing Date;

c) the Title Company's commitment to issue, promptly after Closing, a Texas standard form of Owner Policy of Title Insurance which shall delete the standard exceptions for (i) rights of parties in possession; (ii) discrepancies, conflicts, shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements, , and (iii) any special exceptions made for any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the Property, issued by the Title Company;

d) an Affidavit from Seller and any other parties required pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code") and/or regulations relating thereto;

e) possession of the Property, subject only to the Permitted Exceptions and other matters set forth in this Agreement;

f) written evidence acceptable to Purchaser that all leases affecting the Property have been terminated; and

g) evidence reasonably acceptable to Purchaser and Title Company, authorizing the consummation by Seller of the purchase and sale transaction contemplated hereby and the execution and delivery of the closing documents on behalf of Seller.

6.1.2 At the Closing, Purchaser shall cause to be delivered to the Title Company:

a) the following documents and instruments: _____

b) funds payable to the Title Company representing the Purchase Price in accordance with Section 3.1 hereof, less the Earnest Money and Contract Consideration; and

c) evidence reasonably acceptable to Seller and Title Company, authorizing the consummation by Purchaser of the purchase and sale transaction contemplated hereby and the execution and delivery of the closing documents on behalf of Purchaser.

6.1.3 At the Closing, Seller and Purchaser shall cause to be delivered to the Title Company such other instruments and documents as may be reasonably necessary and appropriate in order to complete the Closing of the transactions contemplated hereunder.

6.2 Upon the completion of the deliveries specified in Section 6.1 above, the Title Company, as escrow agent, shall be authorized to cause the appropriate closing documents to be immediately recorded in the appropriate records of the county in which the Property is located, and shall deliver the balance of the proceeds from the sale, after deducting all expenses thereof chargeable to Seller under this Agreement, to Seller.

6.3 At Closing, Seller shall furnish to Purchaser, a Texas standard form of Owner Policy of Title Insurance in the full amount of the Purchase Price, wherein the Title Company shall insure that good and indefeasible title to the Property is vested in Purchaser, containing no exceptions to such title other than the standard printed exceptions (with the deletions required by Section 6.1.1(c) and the Permitted Exceptions.

6.4 Seller shall pay for the cost of the Title Policy as well as all other items customarily charged Sellers in a normal transaction, provided, however, Seller shall pay its own attorneys' fees.

6.5 Seller shall pay its prorated share of all real estate and personal property ad valorem taxes as of the date of Closing. Seller shall also pay all charges and assessments (special, HOA or otherwise) for all years prior to and including the year in which the Closing occurs.

6.6 Purchaser shall pay for all items customarily charged Purchasers in a normal transaction, provided, however, Purchaser shall pay its own attorneys' fees.

Article XII

Termination, Default and Remedies

7.1 If Purchaser is not then in default in its obligations or agreements and in the event that Seller fails to perform any of the covenants and/or Agreements contained herein which are to be performed by Seller, Purchaser may, as its sole and exclusive remedies, either (i) terminate this Agreement by giving written notice of termination to Seller whereupon the Earnest Money shall be immediately delivered to Purchaser or (ii) enforce specific performance of this Agreement or (iii) if, and only if, the remedy of specific performance is not available as a result of the willful intentional conveyance of all or a part of the Property by Seller to a third party, bring suit for damages (excluding indirect, incidental or consequential damages) as a result of Seller's default under this Agreement. Except as set forth in (iii) above, in no event shall Seller be liable to Purchaser for any damages, including, without limitation, any actual, special or consequential damages.

7.2 If Seller is not then in default in its obligations or agreements, and Purchaser fails to close the transaction contemplated hereby on or before the Closing Date for any reason other than a permitted termination, Seller may, as its sole and exclusive remedies, either (i) terminate this Agreement and be entitled to receive the Earnest Money or (ii) enforce specific performance of this Agreement. Seller hereby specifically waives any and all rights which it may have to damages including, without limitation, any actual, special or consequential damages, as a result of Purchaser's default under this Agreement.

Article VIII

Notices

7.1 Any notice, request, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be deemed to be delivered, whether actually received or not, (i) upon personal delivery, (ii) three (3) days after deposit in a regularly maintained official depository of the United States Mail located in the continental United States, and sent by registered or certified mail, postage prepaid, return receipt requested; or (iii) one (1) business day after deposit with Federal Express (or another nationally recognized overnight courier) or (iv) upon receipt of transmission confirmation (if before 5:00pm CST) via telecopy or email, in each case addressed as follows:

If to Purchaser:

Hon. Mark A. Henry
County Judge
Galveston County
Galveston County Courthouse
722 Moody, 2nd floor
Galveston, Texas 77550
Phone: (409) 766-2244
Fax:: (409) 766-4591
Email: Mark.Henry@co.galveston.tx.us

With a copy to:
Harvey Bazaman
Director of County Legal
Galveston County Courthouse
722 Moody, 5th floor
Galveston, Texas 77550
Phone: (409) 770-5565
Fax: (409)765-3161
Email: Harvey.Bazaman@co.galveston tx us

IF TO SELLER:

Joseph Maxwell Teare, Jr
Gay S. Teare
P.O. Box 8779
Bacliff, Texas 77518-8779

Blake Tartt, III
New/Regional/Planning
3270 Sul Ross
Houston, Texas 77098

**Article IX
Entire Agreement**

9.1 This Agreement and the exhibits attached hereto contain the entire Agreement between the parties, and no promise, representation, warranty, or covenant not included in this Agreement or any other referenced Agreements between the parties has been or is relied upon by either party. Each party has relied upon its own examination of the full Agreement and the provisions thereof, and the counsel of its own advisors, if any, and the warranties, representations, covenants, and Agreements expressly contained in this Agreement. No modification or amendment of this Agreement shall be of any force or effect unless made in writing and executed by both Purchaser and Seller. In the event that any litigation arises

hereunder, it is specifically stipulated that this Agreement shall be interpreted and construed according to the laws of the State of Texas. Further, the prevailing party in any litigation between the parties shall be entitled to recover, as a part of its judgment, reasonable attorneys' fees and costs of suit.

Article X Miscellaneous

10.1 The article headings contained in this Agreement are for purposes of identification only and shall not be considered in construing this Agreement. Time is of the essence with respect to the performance of all obligations provided herein and the consummation of all transactions contemplated hereby.

10.2 This Agreement, and the rights and obligations of Purchaser hereunder, may not be assigned by Purchaser without the express prior written consent of Seller.

10.3 All references in this Agreement to "Effective Date", "the date hereof" or similar references shall be deemed to refer to the Effective Date.

10.4 This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

10.5 All exhibits described in this Agreement are by this reference fully incorporated herein and made a part hereof by reference for all purposes.

10.6 This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors and assigns whenever the context so requires or admits

10.7 The Title Company hereby agrees to (a) timely file a return with the Internal Revenue Service on Form 1099-B or such other form as instructed by the Internal Revenue Service showing the gross proceeds of this transaction, the recipient thereof and such other information as the Internal Revenue Service may by form or regulation require from time to time, and (b) furnish both Seller and Purchaser with a written statement showing the name and address of the Title Company and the information shown on such return with respect to the transaction. This return shall be filed to ensure that the parties to this transaction will be in compliance with Section 6045(e) of the Internal Revenue Code, and as further set forth in any regulations promulgated thereunder. The Title Company shall hold in escrow for the benefit of Seller and Purchaser, the Earnest Money and shall deposit same in a fully federally insured interest-bearing account and shall disburse same in accordance with the terms of this Agreement.

10.8 Whenever any determination is to be made or action to be taken on a date specified in this Agreement, if such date shall fall upon a Saturday, Sunday, or holiday observed

by national and/or state banks in the State of Texas, the date for such determination or action shall be automatically extended to the first business day immediately thereafter.

Article XI Commissions

11.1 Seller has engaged the services of Blake Tartt III, a real estate agent, finder, broker or advisor in regard to the transaction contemplated by this Agreement. Seller will be solely responsible for payment at the closing of any fees and/or commissions due to Mr. Tartt. Purchaser has not engaged any third party to represent it in this transaction.

Article XII Additional Notices

12.1 Purchaser should have an abstract covering the Property examined by an attorney of Purchaser's selection, or Purchaser should be furnished with or obtain a title policy.

12.2 The Property is situated in the Bacliff Municipal Utility District, a statutorily created district providing water, sewer, drainage, or flood control facilities and services. Accordingly, Texas Water Code §49.452 Seller to prepare and deliver and Purchaser to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district prior to the execution of this Agreement of Sale and Purchase.

12.3 Notice required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property. The real property is described in Exhibit A to this Agreement.

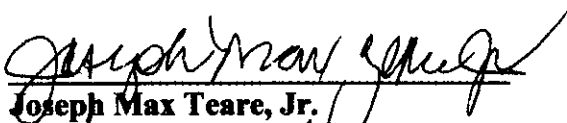
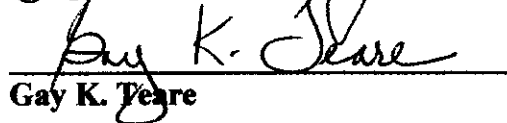
12.4 Notice Regarding Possible Liability for Additional Taxes: If for the current ad valorem tax year the taxable value of the land that is the subject of this Agreement is determined by a special appraisal method that allows for appraisal of the property at less than its market value, the person to whom the property is transferred may not be allowed to qualify the property for that special appraisal in a subsequent tax year and the property may then be appraised at its full market value. In addition, the transfer of the property or a subsequent change in the use of the property may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the property. The

taxable value of the property and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the property is located.

12.5 Notice Regarding Possible Annexation: If the property that is the subject of this contract is located outside the limits of a municipality, the property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the property for further information.

Executed on this the 41 day of MARCH, 2012.

Seller:


Joseph Max Teare, Jr.

Gay K. Teare

Purchaser:

County of Galveston

By: 
Mark A. Henry
County Judge

Attest: 
Dwight B. Sullivan
County Clerk

Word/Depts/Purp. Teare Purchase and Sale Agreement Draft Four March 20, 2012

All that certain 64.67 acres (2,817,077 square feet) of land situated in the **ANTHONY HATCH SURVEY**, Abstract 88, in Galveston County, Texas, and being out of and a part of those called 64.06 acres (Tract B) and 61.02 acres (Tract A) tracts of land conveyed to Joseph Maxwell Teare and Gay K. Teare by instrument recorded under Clerk's File Number 2008061074, and Old Redfish Farm, Ltd. by instrument recorded under Clerk's File Number 2005051203, respectively, in the Official Public Records of Real Property in Galveston County, Texas, and said 64.67 acres being more particularly described by metes and bounds as follows:

NOTE: BEARINGS ARE REFERENCED TO THE TEXAS PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, 1983 DATUM (NAD 83, CORS). DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY APPLYING THE COMBINED SCALE FACTOR 0.99987120.

BEGINNING at an iron rod with cap stamped 'Huitt-Zollars' found for the most Westerly corner of EDGEWATER PARK, SECTION ONE, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded at Plat Record 2006A, Map Number 166, of the Map Records, same being a point at the Northwestern line of said 61.02 acres, and said point further being at the Southeastery line of CLIFTON BY THE SEA, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254, Page 61, and transferred to Plat Record 11, Map Number 93, of the Map Records, all in the Office of the County Clerk of Galveston County, Texas,

THENCE S 39°58'14" E, along the Southwesterly line of said SECTION ONE, a distance of 235.00 feet to an iron rod with cap stamped 'Huitt-Zollars' found for corner, said point being at the Northwestern line of Gulf Winds Drive, a 60 foot wide roadway right-of-way;

THENCE S 50°01'46" W, along the Northwestern line of said Gulf Winds Drive and said SECTION ONE, a distance of 33.15 feet to an iron rod with cap stamped 'Huitt-Zollars' found for corner;

THENCE S 39°58'14" E, along the Southwesterly line of said SECTION ONE, a distance of 450.00 feet to an iron rod with cap stamped 'Huitt-Zollars' found for corner;

THENCE N 50°01'46" E, along a Southeastery line of said SECTION ONE, a distance of 51.33 feet to an iron rod with cap stamped 'Huitt-Zollars' found for corner;

THENCE S 39°58'14" E, along the Southwesterly line of said SECTION ONE, a distance of 110.00 feet to an iron rod with cap stamped 'Huitt-Zollars' found for corner, said point being at the Northwestern line of Edgewater Park Drive, a 60 foot wide roadway right-of-way;

THENCE S 50°01'46" W, along the Northwestern line of said Edgewater Park Drive and said SECTION ONE, a distance of 35.66 feet to an iron rod with cap stamped 'Huitt-Zollars' found for corner;

THENCE S 39°58'14" E, along the Southwesterly line of said SECTION ONE, a distance of 864.60 feet to an iron rod with cap stamped 'Huitt-Zollars' found for corner, and said point being at the Southeastery line of Sea Breeze Drive, a 60 foot wide roadway right-of-way;

THENCE N 50°01'46" E, along the Southeastery line of said Sea Breeze Drive and said SECTION ONE, a distance of 17.75 feet to an iron rod with cap stamped 'Huitt-Zollars' found for corner;

THENCE S 39°58'14" E, along the Southwesterly line of said SECTION ONE, a distance of 117.30 feet to an iron rod with cap stamped 'Huitt-Zollars' found for corner, same being the most Southerly corner of said SECTION ONE, same being a point at the Southeastery line of said 61.02 acres, and said point further being at the Northwestern line of that certain called 1,079.70 acres of land (Parcel PS11C-C01) conveyed to Texas Genco Holdings, Inc. by instrument recorded under Clerk's File Number 2002050899 in the Official Public Records of Real Property in Galveston County, Texas,

THENCE S 49°59'56" W, along the Northwestern line of said Texas Genco tract, passing the most Southerly corner of said 61.02 acres and the most Easterly corner of said 64.06 acres, and continuing along the Southeastery line of said 64.06 acres for a total distance of 1,599.98 feet to an iron rod with cap stamped 'Huitt-Zollars' found for corner, same being the most Southerly corner of said 64.06 acres and the most Easterly corner of that certain called 7.442 acres of land conveyed to Baciff Municipal Utility District by instrument recorded under Clerk's File Number 8702716 in the Official Public Records of Real Property in Galveston County, Texas,

THENCE N 39°57'30" W, along the common line for said 7.442 acres and 64.06 acres, a distance of 300.00 feet to an iron rod with cap stamped 'Huitt-Zollars' found for corner, same being the most Northerly corner of said 7.442 acres, and said point further being at the Southeastery line of that certain called 49.61 acres of land conveyed to Dickinson Independent School District by instrument recorded under Clerk's File Number 2009007420 in the Official Public Records of Real Property in Galveston County, Texas,

THENCE N 49°59'56" E, along the Southeastery line of said 49.61 acres and a Northwestern line of said 64.06 acres, a distance of 19.00 feet to an iron rod with cap stamped 'GeoSurv' found for corner, same being the most Easterly corner of said 49.61 acres,

THENCE Northwesterly and Southwesterly directions, along the common lines for said 49.61 acres and said 64.06 acres, the following courses and distances:

N 39°58'14" W, 128.15 feet to an iron rod with cap stamped 'GeoSurv' found for corner,

S 50°01'46" W, 10.18 feet to an iron rod with cap stamped 'GeoSurv' found for corner,

N 39°58'14" W, 674.60 feet to an iron rod with cap stamped 'GeoSurv' found for corner,

S 50°01'46" W, 12.05 feet to an iron rod with cap stamped 'GeoSurv' found for corner,

N 39°58'14" W, 390.00 feet to an iron rod with cap stamped 'GeoSurv' found for corner,

S 50°01'46" W, 28.67 feet to an iron rod with cap stamped 'GeoSurv' found for corner, and,

N 39°58'14" W, 285.00 feet to an iron rod with cap stamped 'GeoSurv' found for corner, same being the most Northerly corner of said 49.61 acres, and said point further being at the Southeastery line of said CLIFTON BY THE SEA,

THENCE N 50°01'46" E, along the Southeastery line of said CLIFTON BY THE SEA, passing the most Northerly corner of said 64.06 acres and the most Westerly corner of said 61.02 acres, and continuing for a total distance of 1,631.55 feet to the **POINT OF BEGINNING** and containing within said boundaries a calculated area of 64.67 acres (2,817,077 square feet) of land.